

REMARKS

Reconsideration and allowance are requested.

In this third office action, the Examiner makes another series of prior art rejections.

Claims 1-5, 10-12, 16, 18-22, 26-28, 31, 33, and 34 for obviousness based on Einola and newly-applied Holma. This rejection is respectfully traversed.

In the prior office action, the Examiner admitted that Einola failed to disclose two of the independent claim features including: (1) a radio access network shared by two operators, and (2) that the received information (associated with the one geographic area used to determine whether to perform a geographic coverage area update procedure) "indicates that the geographic coverage area update procedure should be performed for geographic coverage areas that are shared by the two operators and the geographic coverage area update procedure need not be performed for geographic coverage areas that are not shared by the two operators."

In this third action, the Examiner appears to have backtracked on the first point stating in the middle of page 3 of the action that Einola teaches "the radio access network is shared by two operators," making reference to the PSTN and PDN in figure 3 and column 8, lines 14-24. But this reading of the claims onto Einola is not reasonable. The PSTN and the PDN illustrated and described in this text are networks. There is no disclosure or illustration of any network *operators*—let alone of network operators sharing either of the PSTN or the PDN in the sense of jointly owning or jointly operating those networks, which is how the term "share" is used in this application. When Einola does use the term "share," sharing has to do with mobiles sharing time slots on the same frequency in a TDMA context. Clearly, this is not a shared radio access network where two network operators both own and/or operate the same radio access network infrastructure.

The Examiner relies on Holma. But Holma also fails to disclose the claimed shared radio access network. Instead, Holma relates to inter-operator handover in a telecommunications network in which a greenfield WCDMA operator and a GSM/WCDMA operator operate their own separate networks. As shown in Figure 1, the greenfield WCDMA operator OP1 operates its own networks WCDMA1 12 and WCDMA2 14. The GSM/WCDMA operator operates its own networks 21-26 and 32-34. When a mobile terminal of the greenfield operator moves from the coverage area of the home network to a GSM/WCDMA area, a neighbor list of GSM cells is provided to the mobile terminal for handover to a GSM cell when the home network coverage is not available. When the mobile terminal is returning home from the GSM/WCDMA area, a neighbor list of the home cells is provided to the mobile terminal so that the greenfield mobile station is connected to its home network whenever there is coverage.

Even though there is some overlap in coverage areas in Figure 1 of Holma, the coverage areas are each independently operated. There is no teaching that both OP1 and OP2 share any one of the networks or coverage areas. Neither OP1 nor OP2 jointly operate or jointly own even one area or one network. In contrast, the independent claims in this case recite that "*the* radio access network is *shared by two network operators* in that the *two network operators jointly own or jointly operate* the radio access network infrastructure." The networks plainly are not shared. So this quoted claim feature is lacking in both Einola and Holma.

The independent claims in this case also recite that:

the information indicates that the geographic coverage area update procedure should be performed for geographic coverage areas that are shared by the two network operators in that *the two network operators jointly own or jointly operate the shared geographic coverage areas* and the geographic coverage area update procedure need not be performed for geographic coverage areas that are not shared by the two operators.

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Einola and Holma both lack these features. Einola is lacking by admission. Holma's network operators clearly operate their own coverage areas. They do not jointly operate one area together. Nor do they jointly own one area together. Indeed, Holma refers to inter-operator handover as handing over a call from a cell belonging to one network operator to another cell belonging to another network operator. See col. 1, lines 20-24.

So even if one could combine the teachings of Einola and Holma, they would not disclose or suggest all the claim features in the independent claims. None of the tertiary references relied on by the Examiner overcome these basic deficiencies in Einola and Holma. Accordingly, the application is in condition for allowance. An early notice to that effect is requested.

Respectfully submitted,

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